

Allied Riser of Kentucky, Inc.

— Allied Riser of Kentucky, Inc.

Kentucky Tariff No. 1  
Original Title Page

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PROPOSED  
TARIFF OF  
ALLIED RISER OF KENTUCKY, INC.

Regulations and schedule of charges applicable to telecommunications services provided by Allied Riser of Kentucky, Inc. between various locations within the State of Kentucky.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 22 2000

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

BY: Stephan D. Bell  
SECRETARY OF THE COMMISSION

— Issue Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Todd C. Doshier  
Chief Financial Officer

Allied Riser of Kentucky, Inc.

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PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)

*Stephan D. Bell*

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CHECK SHEET

The pages of this tariff are effective as of the date shown at the bottom of this page.

<u>Page No.</u>	<u>Revision</u>
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CONCURRING, CONNECTING, OTHER  
PARTICIPATING CARRIERS

Concurring Carriers

NONE

Connecting Carriers

NONE

Other Participating Carriers

NONE

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EXPLANATION OF SYMBOLS

When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols.

- C - To signify changed regulation
- D - To signify discontinued rate or regulation
- I - To signify increased rate
- M - To signify matter relocated from one page to another without change
- N - To signify new rate, regulation, or text
- R - To signify reduced rate
- S - To signify reissued matter
- T - To signify a change in text but no change in rate or regulation

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APPLICATION OF TARIFF

This tariff applies to interexchange and local telecommunications services furnished by Allied Riser of Kentucky, Inc. (Carrier) between various locations within the State of Kentucky in accordance with the conditions set forth herein.

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A. DEFINITION OF TERMS

Access Code

A sequence of numbers that, when dialed, connects a caller to an interexchange carrier that is associated with that sequence.

Affiliate

Any entity (including any natural person or entity such as a corporation or partnership) controlling, under the control of or under common control with another entity.

Application for Service

A standard order form which includes all pertinent billing, technical, administrative, and other descriptive information which will enable Carrier to provide telecommunications service to a Customer.

Authorized User

An individual, firm, corporation, or other entity authorized by the Customer to utilize communications services provided by Carrier.

Carrier Recognized Holidays

The following days are recognized as holidays for billing purposes: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day, except as otherwise specified herein.

Credit Application

A standard form which is used by Carrier to assess a Customer's credit worthiness prior to Carrier's arranging the installation of any facilities or the provision of any Services to a Customer.

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Customer

An individual, firm, corporation, agency, or other entity which orders service and is responsible for the payment of charges and compliance with the tariff provisions set forth herein.

Dedicated Access Arrangement

An arrangement whereby the facilities used between the Customer's premises and the Carrier point of presence are directly linked. Such arrangements may involve interconnection facilities provided by the Customer, another carrier, or a local access provider.

Interconnection Facilities

Circuits and/or dedicated access arrangements provided by the Customer or a third party supplier to interconnect the Customer with Carrier's service. The Customer shall have sole responsibility for the ordering, installation, maintenance, and payment of such facilities.

Local Access Provider

A local exchange carrier or other entity which furnishes inter-connection facilities between the Customer's premises and Carrier's point of presence in a LATA.

Minimum Service Period

The minimum period of time during which Customer is obligated to pay for services provided by Carrier.

Point of Presence

The Carrier's physical presence in a local calling area or LATA which is used for the purpose of transmitting telephone calls.

Presubscription

A service arrangement whereby the Customer authorizes the local telephone company to route all interLATA calls to Carrier.

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Service

Service consists of the furnishing of transmission capabilities to Customers and Authorized Users for the placement and/or receipt of interexchange and local telephone calls, subject to the availability of the necessary facilities and equipment to provide the transmission and the provisions of this tariff.

Service Date

The date on which Customer begins to utilize the Service or the date on which Service is made available for use by the Customer or its authorized users, whichever is sooner.

Special Promotional Offering

Special discounts and/or other modifications to Carrier's standard service offerings which may be offered, from time to time, to Customers using a particular service. Special promotional offerings may be limited to certain dates, times, and locations.

**B. RULES AND REGULATIONS****1. Undertaking Of Carrier**

(a) The furnishing of the Service under the terms of this tariff will be provided by Carrier alone, or in conjunction with services of other carriers. Service is available 24 hours per day, 7 days per week for the transmission of interexchange and local telephone calls.

(b) Carrier, when acting at the Customer's request and as its authorized agent, will make reasonable efforts to arrange for presubscription, interconnection, and other service requirements.

(c) Carrier will comply with Minimum Telephone Service Standards. Service will not commence until an approved interconnection agreement has been filed with the Public Service Commission of Kentucky.

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2. Limitations

(a) Carrier reserves the right to refuse or discontinue furnishing services when necessitated by conditions beyond its control. Such conditions include, but are not limited to, a Customer's having call volume or calling patterns that results, or may result, in network blockage or other service degradation which adversely affects service or other customers of Carrier.

(b) Service may be discontinued without notice to a Customer by blocking traffic to certain cities or exchanges, or by blocking calls using certain access codes or authorization codes, when Carrier deems it necessary to take such action to prevent unlawful use of its services. Service will be restored as soon as it can be provided without undue risk, and will, upon request by the Customer affected, assign a new authorization code to replace the one that has been deactivated.

(c) Carrier does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

(d) A Customer shall not use any service mark or trademark of Carrier or refer to Carrier in connection with any product, equipment, promotion, or publication of the Customer without the prior written consent and approval of Carrier.

(e) The Customer shall not use nor permit others to use the service in a manner that could interfere with services provided to others, that could harm the facilities of Carrier or others, or that is not consistent with any applicable law or regulation.

(f) The provision of service will not create a partnership or joint venture between Carrier and the Customer nor result in joint service offerings to their respective authorized users.

(g) Neither the Services provided pursuant to this tariff, nor the Customer's obligations hereunder, may be assigned or otherwise transferred without the prior written consent of Carrier.

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3. Terms And Conditions

(a) Service is provided on a monthly basis, twenty-four (24) hours per day as described herein. For the purpose of computing charges in this tariff, a month is considered to have thirty (30) days.

(b) Customers may order Services under this tariff by contacting an authorized Carrier representative and executing Carrier's Application for Service and, at Carrier's sole discretion, a Credit Application.

(c) Customer shall at all times comply with all applicable federal, state, and local statutes, ordinances, regulations, and orders of any commission or other governmental body. Customer is responsible for taking all the necessary legal steps for interconnecting their terminal equipment or communications systems with Carrier facilities or services and shall secure all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection.

(d) Except as otherwise provided in this tariff, Service is provided and billed on the basis of one (1) month, beginning on the Service Date and continuing until the expiration of the Minimum Service Period, or until Service is otherwise cancelled. Customer shall accept and pay for Service for the Minimum Service Period. Upon expiration of the Minimum Service Period, Service shall be automatically extended on a month-to-month basis until Service is terminated in writing by the Customer on not less than thirty (30) day's written notice to Carrier.

(e) The Customer agrees to operate Carrier-provided equipment in accordance with the instructions of Carrier or its authorized agent. Failure to do so will void any Company liability for interruption of service and may cause the Customer to be responsible for damages to equipment pursuant to this tariff.

(f) Customer agrees to return all Carrier-provided equipment to Carrier within five (5) days of termination of service in connection with which the equipment was used. Equipment shall be in the same condition as when delivered to the Customer, normal wear and tear only excepted. Customer shall reimburse Carrier, upon demand, for any costs incurred by Carrier due to Customer's failure to comply with this provision.

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(g) Carrier reserves the right of entrance for its employees, agents, or contractors to the premises of the Customer, at any reasonable hour for the purpose of installing, inspecting, repairing, or upon termination of service removing Carrier's equipment. The Customer shall be responsible for making any necessary arrangements for Carrier's entrance to the Customer's premises.

(h) The remedies set forth herein shall not be exclusive and Carrier at all times shall be entitled to all rights available to it under either law or equity.

(i) Except as otherwise provided herein, or as specified in writing by the party entitled to receive Service, notices from Carrier may be given orally or in writing to the person(s) whose names appear on the executed Application for Service.

#### 4. Liability

(a) Carrier shall not be liable to Customer or any other person, firm, entity, for any failure to perform its obligations under this tariff due to any cause or causes beyond its reasonable control.

(b) CARRIER MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN ANY APPLICABLE SERVICE LEVEL AGREEMENT. Carrier is not liable for any act or omission of the Customer, authorized user, or any other carrier furnishing a portion of the service. Except for Service Credits expressly set forth herein or in any applicable Service Level Agreement, in no event shall Carrier or any of its Affiliates be liable for claim or loss, expense or damage (including indirect, special or consequential damage) for any interruption, delay, error, omission, addition, or defect in any Service, facility or transmission of any person or entity furnishing any portion of the Service, facilities, or equipment associated with the service or for damages caused by services, facilities, or equipment furnished by such person or entity.

(c) Carrier shall be indemnified and held harmless by Customers against any claim or loss, expense or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion of privacy, infringement of a copyright or patent, unauthorized use of any trademark, trade name or service mark, unfair competition,

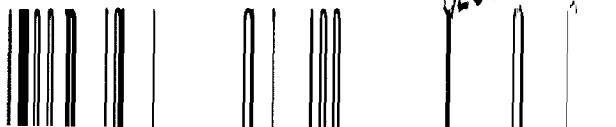
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interference with or misappropriation or violation of any contract, proprietary right, or any other injury to any person, property, or entity arising out of the material, data, information, or other content revealed to, used, or transmitted by Carrier.

(d) Carrier shall not be liable for any defacement of or damages to the premises of a Customer or authorized user resulting from the furnishing of Service which is not the direct result of Carrier's negligence.

(e) Carrier is not liable for any defacement of or damage to the premises of a Customer resulting from the furnishing of services or the attachment of instruments, apparatus, and associated wiring furnished by Carrier on such Customer's premises or by the installation or removal thereof, when such defacement or damage is not the direct result of Carrier's negligence.

(f) Carrier does not guarantee or make any express warranty with respect to any equipment provided by it where such equipment is used in locations containing an atmosphere which is explosive, prone to fire, dangerous or otherwise unsuitable for such equipment. Customers and authorized users indemnify and hold Carrier harmless from any and all loss, claims, demands, suits or other action, or any liability whatsoever, whether suffered, made, instituted, or asserted by any party or persons, for any personal injury to or death of any person or persons, and for any loss, damage, or destruction of any property, whether owned by the Customer, authorized user, or others, caused or claimed to have been caused directly or indirectly by the installation, operation, failure to operate, maintenance, removal, presence, condition, location, or use of such equipment so used.

(g) In no event shall Carrier be liable to Customer, its customers or any of their Affiliates for any loss, damage, expense (including loss of profit or revenue or for any incidental, consequential, indirect, punitive or similar or additional damages) incurred or suffered as a result of incorrect or defective trans-missions, or any direct or indirect consequences thereof, while using the Service, performance, non-performance, termination, breach, or other action or inaction, on the part of Carrier, under this tariff, even if Customer advises Carrier of the foreseeability, possibility, likelihood, probability or certainty of such loss or damage.

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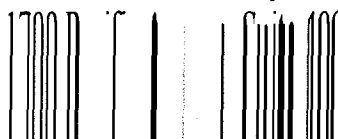
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Allied Riser of Kentucky, Inc.



(h) Customer shall indemnify and hold harmless Carrier, its directors, officers, employees, and agents, successors, and assigns, from all damages, costs, expenses and liabilities, including all attorneys' fees and disbursements, sustained by Carrier in any action commenced by any third party and arising in connection with the Customer's performance of its obligations and duties under this tariff; and the Customer shall indemnify and hold Carrier harmless from and against any and all claims arising from or relating to Carrier's provision of facilities or Service to Customer under this tariff.

(i) Carrier's liability for damages arising out of any additions, omissions, interruptions, delays, mistakes, errors, or defects in the transmission occurring in the course of furnishing the Service or facilities shall in no event exceed an amount that is equivalent to the proportionate charge for the period of service during which the fault in transmission occurs, which amount shall be the Service Credit.

(j) In no event shall Carrier be liable to Customer, its Customers or any of their affiliates under this tariff for damages to Interconnection Facilities of Customer or a supplier to Customer resulting from the furnishing of Service, including the installation and removal of equipment and associated wiring.

(k) In no event shall Carrier be liable to Customer, its customers or any of their Affiliates for any act or omission of any other entity furnishing a portion of the Service, facilities or equipment associated with the Service or for damages caused by services, facilities or equipment furnished by such entity.

(l) Carrier shall be entitled to take, and shall have no liability whatsoever for, any action as deemed necessary or appropriate by Carrier to bring the Service or its practices into conformity with any rules, regulations, orders, decisions, or directives of the Federal Communications Commission or other governmental agency, and Customer shall cooperate fully with Carrier and take all actions as may be requested by Carrier to comply with any such rules, regulations, orders, decisions or directives.

5. Cancellation Of Service By A Customer

(a) A Customer may discontinue service, either in part or in its entirety, upon written notice to Carrier, provided that the Customer has fulfilled all Minimum Service Period obligations.

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6. Use Of Service

(a) Carrier's services may not be used for the unlawful or unauthorized provision of telecommunications services.

(b) Service furnished by Carrier may be used for one or more of the following:

(i) for the transmission of communications by the Customer;

(ii) for the transmission of communications by an Authorized User; or

(iii) for the transmission of communications to or from a customer of another common carrier, which has subscribed to Carrier's communications services.

(c) The Customer shall not use or permit others to use the Service in a manner that could impede or interfere with the Service provided to others, that could harm the facilities of Carrier or others, or that is inconsistent with any applicable law or regulations.

(d) No person, firm, corporation, agency, Customer, authorized user or other entity shall resell nor permit others to resell Carrier's Service without the prior written consent of Carrier.

7. Payment Arrangements

(a) The Customer is responsible for payment of all charges for services furnished to authorized users. This responsibility is not changed by virtue of any use, misuse, or abuse of the Customer's service or Customer-provided equipment or facilities by third parties, including, without limitation, the Customer's employees or the public.

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(b) Customer's bill is payable within 14 days after the date of the postmark on the envelope containing Carrier's bill. Amounts not paid after such date will be considered past due. A late payment charge of one and one-half percent (1.50%) will be applied to charges not paid by their due date. The late payment charge will not be applied to previous late payment charges that have been assessed, but have not been paid, but will apply to the accumulated services for which the customer is in arrears. Late payment charges will be applied without discrimination.

(c) Usage charges are billed after each usage cycle. In the event that Carrier's usage recording system fails or is otherwise unavailable for all or part of any billing period, Carrier, with the aid of the Customer, shall be entitled to make a reasonable estimate of Customer's usage of Service in the period in question for billing purposes.

(d) Non-recurring charges are payable when the service for which they are specified has been ordered. If an entity other than Carrier (e.g., a government entity, another carrier or supplier) imposes charges on the Service or on Carrier in connection with a Service, those costs will also be charged to and paid by the Customer.

(e) All stated charges in this tariff are computed by Carrier exclusive of any federal, state, local, use, excise, gross receipts, sales or privilege taxes, duties, fees or similar liabilities. Such taxes, fees, etc. shall be paid by the Customer.

(f) When payment for services is made by check or draft and is returned to Carrier for any reason, including but not limited to insufficient funds, a maximum charge of Twenty Five and No/100 Dollars (\$25.00) (unless a lower fee has been prescribed by law in which event a charge equal to such lower fee) may be made by Carrier for each item returned by the banking institution on which it is written. At the option of Carrier, this charge may be waived because of extenuating circumstances (i.e., bank error).

(g) If a check, draft, or other payment instrument remitted by a Customer or Authorized User is dishonored more than once during a twelve (12) month period, Carrier may refuse acceptance of further such payment methods and place the debtor on a cash basis. Under a cash basis, Carrier may require payment in the form of U.S. currency, money orders, or an instrument that is guaranteed or issued by a third party that is acceptable to Carrier.

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8. Change In Service Arrangement

(a) When a change in service arrangement involves the use of facilities or services furnished by Carrier, installation charges do not apply to the facilities or services continued in use. The Minimum Service Period for the facilities or services continued in use is determined by the date of the initial acceptance thereof.

9. Restoration Of Service

(a) The use and restoration of service provided in emergency situations shall be in accordance with Part 64, Subpart D of the Federal Communications Commission's Rules and Regulations, which specifies the priority system for such activities.

10. Inspection

(a) Carrier, or its authorized agents, may, upon reasonable notice, make such tests and inspections as may be necessary to determine that the premises are in compliance with the terms and conditions of this tariff, and with installation, operational, or maintenance specifications of Carrier. Carrier may interrupt the service at any time, without penalty to Carrier, due to a departure from any such requirements.

11. Disconnection of Service Other Than Toll Service

(a) For purposes of this section, all regulated telephone services provided by Carrier, except toll service (if any), shall be defined as local service.

(b) Carrier may disconnect its customer's local service for nonpayment of charges incurred for local service. Such disconnection must be conducted pursuant to all applicable minimum telephone service standards. All practices of Carrier, pertaining either to the provision of its own toll service, if any, or as a duly-authorized agent for another toll service provider shall also conform to the minimum telephone service standards.

(c) Carrier is prohibited from disconnecting any customer's local service for nonpayment of charges incurred by the customer for toll service.

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PURSUANT TO PUBLIC UTILITY  
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(d) Partial payments by a customer to Carrier will be apportioned by Carrier to Carrier's regulated local service charges first before being applied by Carrier to any toll charges and will be apportioned to regulated telephone service charges first before being applied to charges for nonregulated services.

12. Disconnection of Toll Service (Generally)

(a) In addition to enforcing, on its own behalf, Carrier's own billing, credit/deposit, and disconnection policies with respect to all regulated telephone services provided by Carrier itself, Carrier is not precluded from entering into formal contracts with other toll service providers which would authorize Carrier as a formal contractual agent of such other toll service providers for purposes of enforcing the billing, credit/deposit, and disconnection policies of such other toll service provider.

(b) Unless and until it has entered into a formal contract specifically authorizing it to do so, Carrier is not permitted to enforce the billing, credit/deposit, and disconnection policies of any toll service provider other than Carrier.

(c) When Carrier disconnects toll service for nonpayment of toll debt, whether owed to Carrier or to some other provider of toll service, the method of toll disconnection which Carrier utilizes:

(i) must not function as a vehicle by which the (nonpaying) toll subscriber is denied access, through presubscription, to any other toll service provider besides the one whose provision of toll service has precipitated the toll disconnection;

(ii) must be available from Carrier, by tariff, on a nondiscriminatory basis to all toll service providers; and

(iii) may consist of either a dePICing mechanism or else a selective toll blocking service.

(d) Neither purchase of the toll service provider's accounts receivable by Carrier, nor a requirement that Carrier shall be the billing and collection agent for the toll service provider, shall be established as a necessary precondition imposed by Carrier in connection with its tariffed disconnection services offered on a nondiscriminatory basis to all toll providers.

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13. Testing And Adjustments

(a) Upon reasonable notice, the facilities, equipment, and/or services provided by Carrier shall be made available to Carrier for such tests and adjustments as may be necessary to maintain them in satisfactory condition; no interruption allowance will be granted for the time during which such tests and adjustments are made.

14. Interconnection With Other Carriers

(a) Service furnished by Carrier may be connected with services or facilities of another participating carrier or a Authorized User. Such interconnection may be made at a Carrier terminal or entrance facility, at a terminal of another carrier, or at the premises of a Customer or an Authorized User. Service furnished by Carrier is not part of a joint undertaking with such other carriers.

(b) Any special interface equipment or facilities necessary to achieve compatibility between the facilities of Carrier and other carriers shall be provided at the Customer's expense. Upon written request and acting as his authorized agent, Carrier will use its best efforts to make the necessary arrangements for such interconnection.

(c) Service furnished by Carrier may be interconnected with the facilities or services of another carrier under the terms and conditions of tariffs applicable to such connections.

(d) Carrier may order interconnection facilities and/or initiate the presubscription process on behalf of a Customer if the Customer furnishes Carrier with a letter of agency. The Customer's use of such interconnection facilities shall conform to the regulations, terms, and conditions under which the carrier provides such access. The Customer shall bear the ultimate responsibility for all aspects of the local interconnection facility including, but not limited to, ordering, testing, installation, maintenance, use, and payment of such facilities.

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BY: Stephen O. Bell  
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SECRETARY OF THE COMMISSION

Issue Date: \_\_\_\_\_

Todd C. Doshier  
Chief Financial Officer  
Allied Riser of Kentucky, Inc.  
1700 Pacific Avenue, Suite 400  
Dallas, TX 75204

## C. SERVICE DESCRIPTIONS

1. General Description Of Service

(a) The Service enables Customers to place local telephone calls within the State of Kentucky.

(b) Service is provided on a full-time monthly basis and is available in locations subject to the availability of facilities and/or equipment. Carrier reserves the right to refuse to provide Service where facilities or equipment are not available or economically feasible.

(c) Total monthly charges for use of Carrier's facilities are based upon the total time the Customer utilizes such facilities, unless otherwise specified herein. Intercity usage charges, as well as other charges, discounts, and/or features, are applicable to each individual service option.

(d) Rates and charges for Service vary depending upon the option selected by the Customer. Certain Service offerings may involve one or more of the following: a monthly recurring charge, a minimum monthly charge for usage, charges for installation, special features, and/or charges for administrative or physical changes to a Service. At additional cost, certain Service options offer a Customer the ability to identify individual users and allocate the cost of the Service through the use of accounting codes.

(e) Nothing herein, or in any other provision of this tariff, or in any marketing materials issued by Carrier shall give any person, including existing and prospective Customers, or their transferees or assignees, any ownership interest or proprietary right in any given telephone number.

2. Description of Charges

## (a) Usage Charges

Usage charges vary depending upon a combination of factors including; the time of day a call is placed, the distance between the calling and the called parties, and the duration of the call. Calls beginning in one rate period and ending in another will be billed at the rate applicable to each portion of the call.

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BY Stephan Bess  
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Chargeable time begins when Carrier receives signaling to detect that the network connection between the calling party and the called party has been established. Chargeable time ends when either party "hangs up" thereby releasing the network connection. Unless otherwise specified, calls are measured and billed for an initial period of thirty (30) seconds and timed in six (6) second increments for usage over thirty (30) seconds; fractional minutes of use are rounded up to the next six (6) second increment.

(b) Monthly Recurring Charges

Monthly recurring charges are fixed fees applicable to certain service offerings set forth herein. Such charges vary depending upon the physical requirements of the Customer, and the characteristics of the service arrangement utilized by the Customer. Monthly recurring charges for dedicated access arrangements may include an amount charged by a local access provider. Customers may elect to be billed directly for local access facilities.

(c) Volume Discounts

Customers whose total monthly usage equals or exceed a minimum level may be eligible for a volume discount. The amount of the discount is generally based upon the Customer's total monthly usage charges for all services. The Customer's Minimum Service Period may also affect the amount of the discount. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.

(d) Term Discounts

Customers whose Minimum Service Period equals or exceed one month may be eligible for discounted rates as described herein. The Customer's Minimum Monthly Usage charge and traffic volume may affect the amount of the discount. Volume discounts are not applicable to monthly recurring charges, installation charges, fees for special features and functions, administrative or physical change charges, or minimum monthly usage charges.

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## (e) Monthly Usage Commitment and Minimum Monthly Usage Charges

Customers may be required to commit to a level of usage in order to receive discounted rates and charges, referred to as Monthly Usage Commitment. In such instances, the customer is billed a Minimum Monthly Usage Charge for the service. This amount of this charge varies depending upon the option selected by the Customer. Unless otherwise specified, minimum usage charges are billed in advance and are not subject to volume or time-of-day discounts.

## (f) Installation Charges

Installation charges are applicable to certain service options requiring the physical connection of lines, ports, equipment, or other facilities. Such charges may also be assessed for changes in the service arrangement for the addition or adjustment to lines, ports, equipment, or other facility necessary to provide the service required by the Customer.

3. Service Promotions

(a) Carrier may from time to time engage in special promotions of limited duration of its service offerings designed to attract new customers or to increase existing customer awareness of a particular tariff offering. Waiver of any charges other than a nonrecurring charge shall be limited to 90 calendar days on a per customer basis during a 12-month period.

## D. SERVICE OFFERINGS AND RATES

The following section sets forth the rates and charges for telecommunications services provided by Carrier.

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1. DS-1 Service

DS-1 Service allows Customers to utilize Carrier's high capacity 1.544 Mbps circuits capable of transmitting multiple streams of information (subject to capacity limitations).

	<u>Rate Per Month</u>
DS-1 (month to month)	\$536 per termination
Mileage Charge (fixed)	\$84.00
Mileage Charge (per mile)	\$50.00
Installation fee per circuit (one time)	\$1800.00

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